

# EXHIBIT A

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THURSTON COUNTY, WA  
SUPERIOR COURT  
05/20/2025 - 11:58AM  
Linda Myhre Enlow  
Thurston County Clerk

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF THURSTON

BARBARA ROE, an individual, )  
vs. ) No. 25-2-01963-34  
ALLSTATE PROPERTY AND CASUALTY )  
INSURANCE COMPANY, a foreign company, )  
Defendants. )  
COMPLAINT FOR DAMAGES

Plaintiff Barbara Roe, by and through their counsel of record, Best Law, PLLC, alleges as follows:

**I. PARTIES, JURISDICTION, VENUE AND COVERAGE**

- 1.1 Plaintiff Barbara Roe is an individual residing in Thurston County, Washington
- 1.2 Defendant Allstate Property and Casualty Company (“Allstate”) is foreign insurance corporation conducting business in the State of Washington, County of Spokane.
- 1.3 At all times material hereto, Defendant Allstate has an office for the transaction of business in Thurston County, Washington.

COMPLAINT FOR DAMAGES - 1

BEST LAW PLLC  
905 WEST RIVERSIDE, SUITE 409  
SPOKANE, WASHINGTON 99201  
PHONE (509) 624-4422  
FAX: (509) 703-7957

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2 1.4 At all times material hereto, Allstate was transacting business at the time the incident

3 occurred in Thurston County, Washington.

4 1.5 Defendant Allstate is vicariously liable for acts and omissions of its employees and

5 agents, including any outside person or entity to whom defendant assigned claims-

6 handling or investigative responsibilities.

7 1.6 All acts alleged herein occurred in Thurston County, Washington.

8 1.7 Venue and jurisdiction are proper in this Court pursuant to RCW 2.08.010,

9 4.12.010(1), 4.12.025(1), and 60.04.141.

10 1.8 If this matter is removed to federal court, this complaint seeks a jury trial in federal

11 court.

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## II. FACTS

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15 2.1 Plaintiffs re-allege and incorporate by reference paragraphs 1.1 through 1.8.

16 2.2 Defendant Allstate issued an insurance policy to Plaintiffs insuring her home in

17 Olympia, Washington. The policy covered the Plaintiff and her home. The plaintiff

18 paid a valuable premium for the coverages and protections contained in the policy.

19 2.3 The Plaintiff is an insured and first-party claimants under the policy.

20 2.4 On May 21, 2024, a claim was opened between Allstate and the Plaintiff after a water

21 loss occurred at her property. The water loss originated from the sprinkler which was

22 connected to the 3-port digital hose timer outside of the home on a raised wood block

23 spraying directly into the basement laundry window flooding five rooms. The

24 property is located at 2020 Olympia Ave NE, Olympia, WA 98506.

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1 2.5 The plaintiff gave prompt notice to Defendant Allstate.

2 2.6 Upon information and belief, the policy provides coverage for the dwelling, coverage

3 for personal property, and other additional coverages.

4 2.7 Upon information and belief, the policy is an all-risk policy, which means that all

5 risks are insured against except for those specifically excluded.

6 2.8 The damage that occurred was covered under the policy.

7 2.9 The policy contains provisions relating to loss settlement.

8 2.10 Under the policy, damage to the building is paid on replacement-cost value basis. In

9 many situations, the policy provides for the payment, of cash value until repair or

10 replacement is complete.

11 2.11 Between the date of loss and June 19, 2024, Plaintiff attempted to work directly with

12 Allstate to reach claim solution.

13 2.12 On May 21, 2024, Plaintiff hired Restoration 1 to perform mitigation services.

14 2.13 Due to Allstate's denial, Plaintiff retained Property Claim Advocates ("PCA") to

15 represent them in their claim with Foremost.

16 2.14 On June 19, 2024, PCA notified Allstate of their representation of Plaintiffs by e-

17 mail and first-class mail. In that correspondence, PCA requested a certified copy of

18 the insuring agreement and all endorsements as well as all other pertinent claim

19 documents/information.

20 2.15 On June 19, 2024, PCA sent an email to Defendant again requesting the insured's

21 claim related documentation.

22 2.16 On November 21, 2024, PCA, on behalf of plaintiff, sent correspondence to Allstate

1 regarding their wrongful claim denial. Foremost failed to respond.

2 2.17 Insurance companies such as Defendant Allstate owe their policy holders numerous  
3 duties upon the occurrence of a loss under an insurance policy. For example:

- 4 • Insurance companies owe their policyholders a duty of good faith.
- 5 • Insurance companies have an obligation to tell the truth, to have a lawful  
6 purpose, to deal fairly with the policyholder, and to give equal consideration to  
7 policyholders' interests as they do their own.
- 8 • Insurance companies are prohibited from engaging in conduct toward their  
9 policyholders that is in any way unreasonable, frivolous, or unfounded.
- 10 • Insurance companies must conduct a full, fair, and prompt investigation of all  
11 material aspects on the insurance claim at their own expense.
- 12 • Insurance companies must provide prompt payment of a claim.

12 2.18 The Unfair Claims Settlement Practices Regulation, which is found in chapter 284-  
13 30 of the Washington Administrative Code, imposes duties to the Plaintiff. The  
14 Unfair Claims Settlement Practices Regulation is incorporated herein by reference.  
15  
16 See WAC 284-30-330 to – 380.

17 2.19 Insurance industry standards in the State of Washington require Defendant Foremost  
18 to comply with the Unfair Claims Settlement Practices Regulation. The regulation  
19 reflects minimum industry standards.

20 2.20 For example, insurance companies are prohibited by industry standards and  
21 Washington Administrative Code Regulations (*see* WAC 284-30-330 to -380) from:

- 22 • Misrepresenting facts and policy provisions.
- 23 • Failing to acknowledge and act reasonably promptly upon communications  
24 with respect to claims arising under insurance policies.
- 25 • Failing to adopt and implement reasonable standards for the prompt

1 investigation of claims.

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- 3 • Failing to advise insured of what is necessary to complete the claim.
- 4 • Failing to assist the insured.
- 5 • Refusing to pay claims without a reasonable investigation.
- 6 • Compelling first party claimants into litigation or appraisal by offering substantially less than the amounts due under policies.
- 7 • Failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of the claim.
- 8
- 9 • Failing to provide an explanation of the coverage under which payments were made.
- 10
- 11 • Attempting to transfer the cost of investigation to the insured.
- 12
- 13 • Failing to complete a full and fair investigation within 30 days.
- 14
- 15 • Insurance companies are responsible for the accuracy of evaluation to determine actual case value.

16 2.21 To ensure compliance with legal and industry standards:

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- 18 • insurance companies have a responsibility to properly train employees involved in claims-handling activity, and
- 19 • insurance companies have a responsibility to supervise, evaluate, investigate, and (when necessary) discipline or terminate claims handlers who fall short of legal, industry, or company standards.

20 2.22 Foremost failed to respond to the pertinent communications from Property Claim  
21 Advocates, sent on behalf of the insureds.

22 2.23 It is a violation of insurance industry standards to discriminate against an insured  
23 simply because they are represented by a public adjuster.

24 2.24 Ms. Roe's home remains in a state of disrepair due to Defendants negligence and

1 acts of bad faith.

2 2.25 Allstate failed to properly investigate and pay this claim.

3 2.26 To date, the Plaintiff has not received all the benefits they are entitled to receive  
4 under the policy.

5 2.27 Defendant Allstate has violated the Unfair Claim Settlement Practices Regulation,  
6 fallen below insurance industry standards for handling insurance claims, and  
7 breached the policy.

8 2.28 Ms. Roe's claim has yet to be resolved.

9 2.29 Defendant Allstate denied coverage for Ms. Roe's claim.

10 2.30 Defendant Allstate intentionally placed the financial interests of itself ahead of its  
11 insureds, by failing to adequately inspect and provide payment sufficient for the  
12 Plaintiff to return their home to its pre-loss condition.

13 2.31 Because of Defendant Allstate's conduct, Ms. Roe has been damaged in several  
14 ways, including, without limitation, the following:

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- Loss of use and enjoyment of their home;
- Having the hire counsel;
- Being denied payment under the policy for all rights and benefits;
- Exposure to increased inconvenience;
- Spending substantial time dealing with the insurance claim;
- Emotional distress, aggravation, and anxiety.

### III. CAUSES OF ACTION

## **FIRST CAUSE OF ACTION**

**(Insurance Fair Conduct Act – RCW 48.30 *et seq.*, RCW 19.86 *et seq.*)**

3.1 This section is reserved to be amended if Allstate does not cure during the 20 day cure period under the statute.

## **SECOND CAUSE OF ACTION**

### **(Breach of Contract)**

- 3.2 Plaintiff re-allege and incorporate by reference paragraphs 1.1 through 3.12.
- 3.3 Plaintiff and Defendant Allstate entered a mutual contractual relationship for the policy where Allstate would provide an insurance policy in consideration of payment by Plaintiff.
- 3.4 The policy is a valid, enforceable contract.
- 3.5 Plaintiff is entitled to full compliance with the policy.
- 3.6 Plaintiff is entitled to coverage and every benefit available to Plaintiffs under the policy.
- 3.7 Defendant Allstate's refusal to pay, adequately investigate, and communicate Plaintiff's claim regarding the policy is a breach of contract by Defendant Allstate.
- 3.8 Defendant Allstate's breach of contract is a proximate cause of the Plaintiff's damages.

### THIRD CAUSE OF ACTION

### **(Bad Faith Violations)**

3.9 Plaintiffs re-allege and incorporate by reference paragraphs 1.1 through 3.19.

3.10 Plaintiff and Defendant Allstate entered into a contractual relationship for the policy.

1 3.11 Implied in every insurance contract in Washington State is a duty of good faith and  
2 fair dealing.

3 3.12 Defendant Allstate breached their duties of good faith when they failed to deal fairly  
4 with the Plaintiff by giving unequal consideration to the insurance company's  
5 interests, instead, choosing to pursue its finalization of the claim prior to properly  
6 evaluating and compensating Plaintiff.

7 3.13 Defendant Allstate further breached their duties when they forced the Plaintiff to  
8 seek counsel to pursue their covered losses.

9 3.14 Defendants failed to assess the damages and pay them in a timely manner.

10 3.15 Defendants' bad faith is a proximate cause of the Plaintiffs' damages.

11 3.16 Under Washington law in *Tank v. State Farm Fire & Cas. Co.*, 105 Wash.2d 381,  
12 715 P.2d 1133 (1986). Defendants owes attorney fees and costs for its acts of bad  
13 faith.

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17 **FOURTH CAUSE OF ACTION**  
18 **(Declaratory Judgment – RCW 7.24)**

19 3.17 Plaintiff re-allege and incorporate by reference paragraphs 1.1 through 3.27.

20 3.18 Plaintiff seek a judgment from this Court declaring that they are entitled to coverage  
21 under the policy.

22 3.19 Plaintiff seek a judgment from this Court declaring the amounts of benefits to which  
23 they are entitled.

24 **FIFTH CAUSE OF ACTION**  
25 **(Negligent Claims Handling)**

1 3.20 Plaintiff re-allege and incorporate by reference paragraphs 1.1 through 3.30.

2 3.21 Defendant Allstate's handling of the insurance claim was unreasonable.

3 3.22 Defendant Allstate's adjuster failed to investigate or procure a qualified expert to

4 assess the damaged property.

5 3.23 Defendant Allstate is in violation of the provisions of the Unfair Claims Settlement

6 Practices Act and Regulations and common law bad faith Washington legal

7 precedents including but not limited to *Olympic Steamship Co. v. Centennial*

8 *Insurance Co.* and *Tank v. State Farm*.

9

10 3.24 Defendant Allstate failed to adequately train Plaintiffs' claims handler in

11 Washington's claims handling procedures under Washington law.

12 3.25 Defendant Allstate's adjuster unfairly discriminated against Plaintiff because she

13 was represented by a public adjuster.

14 3.26 Plaintiff sustained damages as a result of the Defendant's negligent claims handling

15 and illegal conduct.

17 **SIXTH CAUSE OF ACTION**  
18 **(Consumer Protection Act)**

19 3.27 Plaintiff re-allege and incorporate by reference paragraphs 1.1 through 3.37.

20 3.28 Defendant Allstate committed an unfair trade practice when it acted in bad faith,

21 violating WAC 284-30-330, WAC 284-30-360, WAC 284-30-370 and WAC 284-

22 30-380.

23 3.29 Additionally, Defendant's wrongful claims handling also constitutes an unfair or

24 deceptive trade practice.

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1 3.30 Defendant, by refusing to participate in the claims process by ignoring pertinent  
2 claims communications and failing to provide an estimate for the loss for several  
3 months, constitutes an unfair or deceptive trade practice.  
4

5 3.31 Defendant Allstate is engaged in the business of insurance which is one affected by  
6 the public interest as defined in RCW 48.01.030.  
7

8 3.32 Plaintiff sustained injury to her property as a result of Defendant Allstate's actions.  
9

10 3.33 Defendant's acts and omissions violated Washington's Consumer Protection Act,  
11 RCW 19.86.

#### IV. DAMAGES

11 4.1 Plaintiff re-alleges and incorporate by reference paragraphs 1.1 through 3.44.  
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13 4.2 Plaintiff has suffered general and special damages due to the actions of Defendants  
14 in amounts to be proven at trial.  
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16 4.3 Defendants' actions and failure to process the claim forced the Plaintiff to retain  
17 counsel and incur attorney fees.  
18

19 4.4 Plaintiff has a contractual right to be adequately compensated for their damage by  
20 Defendant.  
21

22 4.5 Plaintiff has sustained injuries due to Defendants unfair and deceptive acts/practices.  
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24 4.6 Plaintiff has been damaged by the acts and omissions of Defendants in an amount to  
25 be proven at trial.  
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27 4.7 Plaintiff hereby assert all facts asserted in their insurance fair conduct notices to  
28 Defendant.

1           **WHEREFORE**, Plaintiff Barbara Roe demand judgment against Defendants as  
2 follows:

3           1. Judgment against the Defendant for general damages and losses caused by  
4           Defendant.

5           2. Judgment against Defendant for special damages incurred by the Plaintiff.

6           3. Judgment against Defendant for the Plaintiff taxable costs and disbursements  
7           incurred herein and for statutory damages as authorized by contracts; the CPA,  
8           IFCA, or other applicable statutes; as well as enhanced damages pursuant to RCW  
9           19.86.090, RCW. 48.30.010 and *Olympic Steamship v Centennial Insurance Co.*,  
10           117 Wn.2d 37, 811 P.2d 673 (1991).

11           4. Pre-judgment interest and reasonable attorney's fees and costs as provided by  
12           contract, equity, the CPA, IFCA, or RCW 4.84.250 et seq.; and Washington state  
13           common law including: *Olympic Steamship v Centennial Insurance Co.*, 117  
14           117 Wn.2d 37, 811 P.2d 673 (1991)., *Tank v. State Farm Fire & Cas. Co.*, 105 Wash.2d  
15           381, 715 P.2d 1133 (1986), and  
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17           5. For other and further relief as the Court may deem just and proper.

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3 Dated: This 19th day, of May 2025.  
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BEST LAW, PLLC

By:   
Ryan Best, WSBA #33672  
Best Law, PLLC  
905 W. Riverside, Suite 409  
Spokane, WA 99201  
Telephone: (509) 624-4422  
ryan.best@bestlawspokane.com